are a valid exercise of the police power. *Tanner* v. *Little*, 240 U. S. 369; *Rast* v. *Van Deman & L. Co.*, 240 U. S. 342. By these decisions the Supreme Court was thought to have committed itself to a liberal view of the power of a state to legislate in the interest of the economic welfare of the community. See 29 HARV. L. REV. 779. But in the principal case the court seems to have retraced its steps. The decisions in the trading stamp cases have been greatly weakened, if not completely overthrown. The principal case in effect decides that the mere enhancement of the economic welfare of the community is not sufficient reason for depriving a man of the liberty to follow any calling he may choose to engage in. If a proper interpretation of due process requires this conclusion, that is unfortunate. On the basis of prior decisions alone, the particular statute involved might well have been sustained as a reasonable measure for the prevention of fraud. *Cf. Powell* v. *Pennsylvania*, *supra; Burdick* v. *People*, 149 Ill. 600, 36 N. E. 948. But aside from this, it is doubtful whether the right of individual liberty has ever been construed to be free from limitation by reasonable enactments in the interest of the common welfare. See *California Reduction Company* v. *Sanitary Reduction Works*, 199 U. S. 306, 318; *Barbier* v. *Connolly*, 113 U. S. 27, 31. Whether or not a particular statute is reasonable must then depend on the enormity of the evil and the fitness of such legislation to afford a remedy. See *McCray* v. *United States*, 195 U. S. 27, 64; *Adams* v. *Tanner*, *supra*, 666. Prohibiting a particular business, however, generally involves a destruction of private property as well as an interference with personal liberty. *Dent* v. *West Virginia*, 129 U. S. 114. And it is at least doubtful whether the enhancement of the general prosperity of the community should be held sufficient cause for depriving one, without compensation, of property acquired under the sanction and protection of the law. See *Wynehamer* v. *People*, 13 N. Y. 378. But if, as in the principal case, private establishments are in effect legislated out of existence, their business to be taken over by public agencies, compensation to the owners may well be required, on the ground that such legislation involves an exercise, not of the police power, but of the power of eminent domain. *Cf. Commonwealth* v. *Boston Adv. Co.*, 188 Mass. 348, 74 N. E. 601. See MCGEHEE, DUE PROCESS OF LAW, 205.

CONSTITUTIONAL LAW — IMPAIRMENT OF OBLIGATION OF CONTRACTS — CHANGE OF REMEDY — APPOINTMENT OF SPECIAL TAX COLLECTOR. — Plaintiff secured a judgment against a county on county bonds. When the bonds were issued a statute required that one person be appointed to collect all county taxes. A subsequent amendment permitted the designation of a separate collector to collect special taxes levied to satisfy such a judgment. *Held*, that the amendment violates the constitutional prohibition against impairing the obligation of contracts. *Hendrickson* v. *Apperson*, U. S. Sup. Ct. Off., No. 427 (1917).

It is clear that an obligee has no vested right to any particular remedy merely because that remedy existed when the contract was made. *Sturges* v. *Crowninshield*, 4 Wheat. (U. S.) 122. It is equally clear that a state cannot deprive one of all means of enforcing his rights under an existing contract. *White* v. *Hart*, 13 Wall. (U. S.) 646; *Louisiana* v. *Police Jury*, 111 U. S. 716; *Goodale* v. *Fennell*, 27 Ohio St. 426. But as to how far the remedy may be rendered less effective by subsequent legislation, the law is in considerable confusion. See BLACK, CONSTITUTIONAL PROHIBITIONS, § 133 *ff.* Some courts have held that the remedy may be made appreciably more tardy and more difficult to pursue without impairing the obligation of the contract. *James* v. *Stull*, 9 Barb. (N. Y.) 482. *Cf. Oshkosh Waterworks Co.* v. *City of Oshkosh*, 109 Wis. 208, 85 N. W. 376, aff'd, 187 U. S. 437. While other courts have held that the substituted remedy must be as speedy and efficacious as the old one. *Townsend* v. *Townsend*, Peck (Tenn.) 1; *March* v. *State*, 44 Texas 64. The

Supreme Court has vacillated from one extreme to the other. *Cf. Bronson* v. *Kinzie*, 1 How. (U. S.) 311, and *South Carolina* v. *Guillard*, 101 U. S. 433, with *Edwards* v. *Kearzey*, 96 U. S. 595. The principal case is a strong authority for the latter view. See also *Edwards* v. *Williamson*, 70 Ala. 145; *Blair* v. *Williams*, 4 Litt. (Ky.) 34. And it would seem that on principle this position is unassailable. The aim of the prohibition is to prevent the lessening of the value of existing obligations by legislative action. See *Planters' Bank* v. *Sharp et al.*, 6 How. (U. S.) 301, 330. And certainly from a legal viewpoint, the binding force of legal obligations and the value of legal rights are, in the last analysis, dependent upon and commensurate with the remedy afforded by the law for their enforcement. See *Edwards* v. *Kearzey*, *supra*, 600.

CORPORATIONS — CORPORATE POWERS — GUARANTY OF BONDS. — An Ohio railroad corporation, one of four owners of all the stock of a Canadian railroad, jointly with the other stockholders purchased an issue of bonds of the Canadian corporation. The Public Utilities Commission approved an agreement whereby the Ohio company with the other bond owners jointly and severally contracted to guarantee the payment of these bonds. Minority shareholders objected. *Held*, that the Ohio corporation has implied power to guarantee the payment only of the bonds which it severally holds. *Pollitz* v. *Public Utilities Commission*, 117 N. E. 149 (Ohio).

A contract of guaranty is generally foreign to the objects for which a corporation is created. *Colman* v. *Eastern Counties Ry. Co.*, 10 Beav. 1; *Davis* v. *Old Colony R. Co.*, 131 Mass. 258. See 1 CLARK AND MARSHALL, PRIVATE CORPORATIONS, § 184. A public utility company is especially prohibited from risking its funds in enterprises which its stockholders, its creditors, or the state have no reason to anticipate from its charter. See *Louisville, etc. Ry.* v. *Louisville Trust Co.*, 174 U. S. 552, 567; *Marbury* v. *Ky., etc. Land Co.*, 62 Fed. 335, 342. See 1 ELLIOTT, RAILROADS, 2 ed., § 481; 3 COOK, CORPORATIONS, 7 ed., § 775. A railroad, however, may contract to accomplish a purpose reasonably implied from charter or statutory authority. See JONES, CORPORATE BONDS AND MORTGAGES, 3 ed., § 281. See also C. B. Labatt, "Power of Corporation to Execute Guarantees," 31 AM. L. REV. 363. Thus a railroad having the right to lease a subsidiary may guarantee the bonds of the leased corporation. *Low* v. *Cal., etc. R. Co.*, 52 Cal. 53. But see D. L., "*Ultra Vires*," 16 AM. L. REG. (N. S.) 513. A corporation having railroad and banking powers may guarantee the bonds of a railroad corporation of which it is a majority stockholder. *Central R. & Banking Co.* v. *Farmers', etc. Co.*, 114 Fed. 263. In the principal case it was conceded that the Ohio company might acquire the stocks and bonds of the Canadian corporation. The financial responsibility of the other joint guarantors was not questioned. The joint guaranty, it seems, would enhance the value of the bonds held by the Ohio company. A joint agreement for the issue of equipment trust certificates by some of the same companies had been upheld. *Venner* v. *N. Y. C. & H. R. Co.*, 81 Misc. (N. Y.) 298, 143 N. Y. S. 211; *id.* 160 App. Div. (N. Y.) 127, 145 N. Y. S. 725. It is submitted that the court took an unduly contracted view of the admitted powers of the corporation in denying to it the right to secure, by a joint arrangement, the economic advantage which was the object of this transaction.

EQUITY — EXERCISE OF JURISDICTION — SUSPICION OF IMPROPER MOTIVE AS GROUND FOR REFUSING RELIEF. — Defendant created an irrevocable trust, providing that the income was to be paid to himself during his life, and the property to be given at his death to such persons as he should by will appoint. The trust was declared not subject to claims of creditors; but by statute such a trust fund could not be exempted from claims of creditors. (N. J. Comp. St. 1910, 2617.) Plaintiff had on three prior occasions loaned